

OFFEROR SUBMISSION PACKAGE

TO

**PROVIDE ALONGSIDE AIRCRAFT FUEL DELIVERY SERVICES OPERATIONS, TO INCLUDE
FUEL LABORATORY OPERATIONS AND GROUND FUEL DELIVERY OPERATION
AT NAVAL AIR STATION PATUXENT RIVER, MARYLAND**

**SOLICITATION
SP0600-01-R-0032**

TIME PERIOD: OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2005

INSTRUCTIONS:

1. The original and one (1) copy of this OFFEROR SUBMISSION PACKAGE must be returned to this office as your offer. All documents to be completed and returned are contained in this OFFEROR SUBMISSION PACKAGE.

☐ STANDARD FORM 33 (SF 33)

☐ PRICE DATA PAGE (DFSC B30)

☐ ALL APPLICABLE FILL-IN CLAUSES

☐ **ATTACHMENT 2**
SMALL BUSINESS AND SMALL DISADVANTAGE BUSINESS
SUBCONTRACTING PLAN (DESC-P 19.2, Jul 00)

2. Be sure to check your offer prices stated on the Price Data for accuracy and legibility prior to submission. Be sure to initial all changes, and sign and date the SF 33 in ink.
3. By submission of this package, you are stating that all terms and conditions of the solicitation are accepted and apply to you offer unless clearly stated herein.

OFFEROR SUBMISSION PACKAGE

| | | | | | | | | | | |
|--|------|---|--|--|--|---|------------------------------------|--------------------------------|---|--|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | | PAGE OF PAGES 1 80 | | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. | | | 3. SOLICITATION NO. SPO600-01-R-0032 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 26 JAN 01 | | 6. REQUISITION/PURCHASE NO. N-00-05 | |
| 7. ISSUED BY CODE Defense Energy Support Center 8725 John J. Kingman Road, STE. 4950 Ft. Belvoir, VA 22060-6222, Buyer/Symbol: Peggy L. Dacey / DFSC-FPB Phone: (703) 767-9345 Fax: (703) 767-8506 PP: 6.3 | | | | SC0600 | | 8. ADDRESS OFFER TO (If other than item 7) Attn: Bid Custodian, DFSC-PCC, Rm. 3729 Defense Energy Support Center 8725 John J. Kingman Road, STE. 4950 Ft. Belvoir, VA 22060-6222 FAX: 703-767-8506 VERIFICATION: 703-767-8758 | | | | |
| NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder". | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | |
| 9. Sealed offers in original and <u>1(one)</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in DESC-PCC, Rm. 3729 until 6 March 2001 local time 3:00 PM EST . (date) (hour) | | | | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all tems and conditions contained in this solicitation. See Clause L3.02 | | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME Peggy L. Dacey | | | | B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (703) 767-9345 | | | | |
| 11. TABLE OF CONTENTS | | | | | | | | | | |
| (x) | SEC. | DESCRIPTION | PAGE(S) | (x) | SEC. | DESCRIPTION | PAGE(S) | | | |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | | | | |
| X | A | SOLICITATION/CONTRACT FORM | SEE COVER PAGE | X | I | CONTRACT CLAUSES | 8 | | | |
| X | B | SUPPLIES OR SERVICE AND PRICES/COSTS | 2 | PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH. | | | | | | |
| X | C | DESCRIPTION/SPECS/WORK STATEMENT | SEE SEGMENT TWO | X | J | LIST OF ATTACHMENTS | 64 | | | |
| | D | PACKAGING AND MARKETING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | | | | |
| X | E | INSPECTION AND ACCEPTANCE | 3 | X | K | REPRESENTATIONS, CERTIFICATIONS, AND | 65 | | | |
| X | F | DELIVERIES OR PERFORMANCE | 5 | OTHER STATEMENTS OF OFFERORS | | | | | | |
| X | G | CONTRACT ADMINISTRATION | 5 | X | L | INSTRS., COND., AND NOTICES TO OFFERORS | 73 | | | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 9 | X | M | EVALUATION FACTORS FOR AWARD | 79 | | | |
| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within **** calendar days (60 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. **** See Clause L1.02 | | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8) | | SEE I4(F) | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated: | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | | DATE | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | | |
| 15B. TELEPHONE NO. (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS | | | 17. SIGNATURE | | | 18. OFFER DATE | | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEM NUMBERED | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | | | |

OFFEROR SUBMISSION PACKAGE

| | | | |
|---|--|---|----------------|
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM |
| 24. ADMINISTRATION BY (If other than Item 7) CODE | | 25. PAYMENT WILL BE MADE BY CODE | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 27. UNITED STATES OF AMERICA | 28. AWARD DATE |
| IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice. | | | |

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV 4

Prescribed by GSA

SECTION B - SUPPLIES/SERVICES AND PRICES/COST

B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)

(a) LINE ITEMS.

(1) LINE ITEM 0001.

The Contractor will provide Aircraft Servicing Operations to include the Dispatch function at NAS Patuxent River as described in the Performance Work Statement (PWS). The offered price per month is \$_____.

(2) LINE ITEM 0002.

The contractor will provide Fuel Storage and Distribution, VQ-4, and Operations as described in the PWS. The offered price per month is \$_____.

(3) LINE ITEM 0003.

The contractor shall provide the required Service Station Operations for ground products as described in the PWS. The offered price per month is \$_____.

(4) LINE ITEM 0004.

The contractor shall provide the required Ground Fuel, MUP and JP5 Delivery Operations as outlined in the PWS. The offered price per month is \$_____.

(5) LINE ITEM 0005

The contractor shall provide the required Ground Fuel, FS2 (Heating Oil) Delivery Operations as outlined in the PWS. The offered price per month is \$_____.

(6) LINE ITEM 0006.

The contractor shall provide the required services to operate the Cryogenic Storage and Distribution facility as outlined in the PWS. The offered price per month is \$_____.

(7) LINE ITEM 0007

NONPERSONAL SERVICES AND SUPPLIES: (COST REIMBURSEMENT - MAINTENANCE)

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NAS Patuxent River, MD, in accordance with Segment II, Section C, Exhibit D1-1.

NOTE: The Contractor will be reimbursed for services, under Line Item 0005, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Exhibit D1, Unprogrammed Maintenance and Repairs by Cost Reimbursement). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

\$50,000.00

COST ESTIMATE/YEAR

(6) LINE ITEM 0008.

(i) Payment for augmentation worked in accordance with Section C-1.19 shall be at the following rates (show computation in (b) below):

SUBLINE ITEM #

POSITION

HOURLY RATE

OFFEROR SUBMISSION PACKAGE

| | | |
|--------|---|---------------|
| 0006AA | Truck Driver Tractor Trailer - Straight Time | \$ _____/hour |
| 0006AB | Truck Driver Tractor Trailer - Overtime | \$ _____/hour |
| 0006AC | Fuel System Distribution Oper - Straight Time | \$ _____/hour |
| 0006AD | Fuel System Distribution Oper - Overtime | \$ _____/hour |

(ii) The Ordering Officer for augmentation at NAS Patuxent River, MD, shall be the Commanding Officer or designee.

(b) **AUGMENTATION RATES.**

(1) Payment for **augmentation** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0006AA/AC. Computation follows:

CATEGORY
Base Rate
Plus applicable Fringes
Subtotal
Plus PT&I* (specify rate) _____
Subtotal
Plus Profit (specify rate) _____
Total Straight-Time Rate

*Payroll Taxes and Insurance

(2) Payment for **overtime augmentation** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 0006AB/AD. Computation follows:

CATEGORY
Base Rate times 1.5
Plus PT&I* (as specified above)
Subtotal
Plus Profit (as specified above)
Total Overtime Rate
*Payroll Taxes and Insurance

NOTE: When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT clause. (DESC 52.207-9F80)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

OFFEROR SUBMISSION PACKAGE

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: _____

(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____

(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____

(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____

(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____

(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____

(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

OFFEROR SUBMISSION PACKAGE

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) and (c) above.

(3) The Third Party Information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) **METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

OFFEROR SUBMISSION PACKAGE

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database. (FAR 52.232-33)

I132.02 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications);
- (b) Representations and other instructions;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) The specifications.

(FAR 52.215-8)

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern,** as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

OFFEROR SUBMISSION PACKAGE

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) *The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.*

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

(DFARS 252.204-7004)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It--

OFFEROR SUBMISSION PACKAGE

- ☐ has
☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

- ☐ has
☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

- ☐ DOES APPLY.
☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

- ☐ has developed and has on file
☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 484220.

(2) The small business size standard is \$18.5 million.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) **REPRESENTATIONS.**

(1) The offeror represents as part of its offer that it--

- ☐ is,
☐ is not
a small business concern.

(2) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

- ☐ is,
☐ is not
a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

- ☐ is,

OFFEROR SUBMISSION PACKAGE

[] is not
a women-owned small business concern.

(4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that it—

[] is
[] is not

a veteran-owned small business concern.

(5) **(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it—

[] is
[] is not
a service-disabled veteran-owned small business concern.

(6) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that--

(i) It--
[] is
[] is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--
[] is
[] is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

| | |
|-------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) **Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands,

OFFEROR SUBMISSION PACKAGE

Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

OFFEROR SUBMISSION PACKAGE

(c) DEFINITIONS.

(1) Service-disabled veteran-owned small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) Women-owned small business concern means a small business concern—

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) Veteran-owned small business concern means a small business concern—

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(d) NOTICE.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

(1) Company name;

(2) Company address;

(3) Company telephone number;

(4) Line of business;

(5) Chief executive officer/key manager;

(6) Date the company was started;

(7) Number of people employed by the company; and

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com. (FAR 52.204-6)

K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

(a) **GENERAL.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) REPRESENTATIONS.

(1) **GENERAL.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) [] It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification.

OFFEROR SUBMISSION PACKAGE

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) ☐ It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements of 13 CFR 124.1002(f) and that the representations in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) **PENALTIES AND REMEDIES.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(FAR 52.219-22)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award

OFFEROR SUBMISSION PACKAGE

exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____. [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

OFFEROR SUBMISSION PACKAGE

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) DEFINITIONS.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) TYPE OF ORGANIZATION.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its principals--

(A) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

OFFEROR SUBMISSION PACKAGE

(C) Are [], are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989

--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (FAR 52.203-11)

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 239 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

OFFEROR SUBMISSION PACKAGE

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

L2.31 PROPOSAL FORMAT AND CONTENT (DESC AUG 1999)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire four-year contract period will not be considered.

(a) PRICE PROPOSAL.

(1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) TECHNICAL PROPOSAL.

(1) The offeror will submit the original and 3 copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. Without simply mirroring the content of the PWS, the offeror will provide a concept as to how the workload for the location in question will be accomplished. Within the limits outlined below, the technical proposal should be specific, complete in every detail, and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and equipment sale/lease agreements, **will not exceed 25 pages**.

(2) **SPECIFIC INSTRUCTIONS.** Technical proposals should address the following subjects, which will be evaluated to determine technical scores:

(i) OPERATIONAL CAPABILITY.

(A) The offeror must provide a complete description of the equipment to be provided as follows:

(a) **PRIME MOVER/TRACTOR.** List prime movers/tractors by make, model or series, model year, gross vehicle working rate (GVWR), by axle and total, and the condition of the unit;

(b) **CARGO TANK.** List cargo tanks(s) by manufacturer, model or model number, the year originally built and certified, and, applicable, the date refurbished stretched, or rebarreled. Also, provide the MC/DOT specification, the capacity as reflected by the tank data plate, and the condition of the tank.

(c) **PUMPING SYSTEM.** Show the manufacturer of the system, use "local" if built by the offeror, the year originally built and refurbished, the year installed, and whether the components are new/used or a combination thereof.

(d) **OWNERSHIP.** If the equipment offered is not owned by the offeror, a sale or lease agreement must be submitted. This agreement must show the number and description of the trucks, tractors, trailers being provided, and that all parties have agreed to a delivery date, price, and terms of payment. A conditional agreement is acceptable. Any other equipment to be provided should also be described.

(B) The offeror will submit a detailed manning plan. Using a 24-hour (across) by 7-day (down) template, provide a typical week/weekend workforce schedule for all positions showing all labor classifications and titles, including managers.

(C) Each offeror will also submit a summary Contract Compliance Plan and a summary Training Plan (each no longer than 2 pages). In addition, a list of key personnel, the Corporate Executive Officer, the On-Site Manager, and the Assistant Manager, if applicable, and their résumés in the following format, will be provided::

(a) Name.

(b) Current position.

(c) Current employer.

(d) An employment history of the positions held and the period of employment, the employer, and a brief description of the responsibilities for the position. All military experience claimed shall treat each tour as a separate employer. Time frames/title(s)/responsibilities for military experience shall be provided as discussed above.

(ii) PAST PERFORMANCE.

(A) **EXPERIENCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DESC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:

(a) Name of contracting activity;

(b) Contract number;

(c) Contract type and dollar value;

OFFEROR SUBMISSION PACKAGE

(d) Brief description of the work (if the offeror is a large business, include a description of any subcontracting); and

(e) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

(B) The offeror should provide information on any significant problems encountered and corrective actions taken.

(DESC 52.215-9F95)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

OFFEROR:

Solicitation No: SP0600-01-R- 0032

NOTE: If a plant or division-wide Master Plan is being incorporated by reference, place 'X' in box and complete Part I (A thru I) and Part IV only.

Date of Plan _____

(Copy of Master Plan and evidence of approval by the Government Contract Administration Office are required.)

(* = Continue on separate sheets if necessary.)

PART I - SUBCONTRACTING GOALS:

A. Total dollars planned to be subcontracted: _____

B. Total dollars planned to be subcontracted to small business concerns: _____

C. Total dollars planned to be subcontracted to veteran-owned small business concerns: _____

D. Total dollars planned to be subcontracted to HUBZone small business concerns: _____

E. Total dollars planned to be subcontracted to small disadvantaged business concerns: _____

F. Total dollars planned to be subcontracted to women-owned small business concerns: _____

G. Percentage of total subcontracting dollars for the use of small businesses: _____ %

H. Percentage of total subcontracting dollars for the use of veteran-owned small businesses: _____ %

I. Percentage of total subcontracting dollars for the use of HUBZone small businesses: _____ %

J. Percentage of total subcontracting dollars for the use of small disadvantaged businesses: _____ %

K. Percentage of total subcontracting dollars for the use of women-owned small businesses: _____ %

L. Principal types of supplies and services to be subcontracted: _____

(Indicate types planned for subcontracting to (1) small business concerns (2) veteran-owned small business concerns

(3) HUBZone small business concerns (4) small disadvantaged business concerns, and (5) women-owned small business concerns.)(*)

K. Describe method used to develop these goals (e.g., Based on procurement history, available resources, etc.)(*)

L. Were indirect costs included in establishing these goals? Yes ☐ No ☐

If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, (2) veteran-owned small business concerns, (3) HUBZone small business concerns, (4) small disadvantaged business concerns, and (5) women-owned small business concerns: (*)

PART II - SUBCONTRACTING PROCEDURES:

A. Name of the individual who will administer the offeror's subcontracting program: _____

Include a brief description of this individual's duties:

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)

B. Describe methods used to identify potential sources for solicitation purposes:

(indicate with an "X" those that apply)

- ☐ Existing company source lists
- ☐ SBA Procurement Marketing & Access Network (PRO-Net)
- ☐ SBA list of certified Small Disadvantaged Business Concerns
- ☐ National Minority Purchasing Council Vendor Information Service
- ☐ Dept. of Commerce Research and Information Division of the Minority Business Development Agency
- ☐ Small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business associations
- ☐ OTHER

C. Describe methods used to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts: (*)

PART III - SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan will be enacted:

(Indicate acknowledgment of compliance by annotating "X" in appropriate blocks.)

- ☐ A. Contractor will assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- ☐ B. Where lists of potential subcontractors are excessively long, Contractor will make a reasonable effort to give all small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns an opportunity to compete over a period of time.
- ☐ C. Contractor will provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make or buy" decisions.
- ☐ D. Contractor will counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- ☐ E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's Subcontracting Plan.
- ☐ F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns" (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.
- ☐ G. Contractor will cooperate in any studies or surveys as may be required.
- ☐ H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- ☐ I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.
- ☐ J. Contractor will ensure that subcontractors agree to submit Standard Form 294 and 295, as appropriate.

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)

PART III - SUBCONTRACTING PLAN MANAGEMENT CONTINUED:

- ☐ K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:
- ☐ 1. Source lists (e.g., PRO-Net), guides, and other data that identify small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns;
- ☐ 2. Organizations contacted in an attempt to locate sources that are small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns;
- ☐ 3. Records of each subcontract solicitation resulting in an award of more than \$100,000; indicate--
- a. Whether small business concerns were solicited, and if not, why not;
 - b. Whether veteran-owned small business concerns were solicited, and if not, why not;
 - c. Whether HUBZone small business concerns were solicited, and if not, why not;
 - d. Whether small disadvantaged business concerns were solicited, and if not, why not;
 - e. Whether women-owned small business concerns were solicited, and if not why not; and
 - f. If applicable, the reason why award was not made to a small business concern;
- ☐ 4. Records of outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business sources;
- ☐ 5. Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements; and
- ☐ 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor.

PART IV _____

| | | |
|---------------------|----------------------|------|
| OFFEROR'S SIGNATURE | TYPED Name and Title | Date |
|---------------------|----------------------|------|

PART V DETERMINATION OF ADEQUACY/APPROVAL:

| | |
|---|---|
| <input type="checkbox"/> Approval 2 levels above CO if SDB Goal is less than 5% _____ | Jan 24 01 _____ Title/Signature Date |
|---|---|

CONCURRENCE WITH DETERMINATION: (If nonconcurrence, see attached rationale.)

DESC-DU _____ Date _____